

Jennifer Wood
Mayor

J. Carlos Gomez
Mayor Pro Tem

Chuck McGuire
Councilmember

Donald Parris
Councilmember

Eugene Stump
Councilmember



AGENDA

CITY OF CALIFORNIA CITY JOINT MEETING OF THE SUCCESSOR AGENCY FOR THE CALIFORNIA CITY REDEVELOPMENT AGENCY AND THE CITY COUNCIL

**Tuesday October 24, 2017
5:30 p.m.**

**Council Chambers
21000 Hacienda Blvd.
California City, Ca 93505**

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

NOTE: Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting

LATE COMMUNICATIONS: Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

October 24, 2017

*****Now, please take a moment to turn off your cell phones*****

5:30 P.M. CLOSED SESSION SUCCESSOR AGENCY

CALL TO ORDER

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

ADOPT AGENDA

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given three minutes to speak.

CLOSED SESSION / SUCCESSOR AGENCY

CS 1. Pursuant to Cal Gov't Code §54956.9(d)(1): Existing Litigation (1) Case (Kern County Superintendent of Schools et al. v. Successor Agency to the Dissolved California Redevelopment Agency; Case No.: BCV-15-100357)

REPORT OUT OF CLOSED SESSION

6:00 P.M. CITY COUNCIL

CALL TO ORDER

PLEDGE OF ALLEGIANCE/INVOCATION

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

CITY CLERK REPORTS / LATE COMMUNICATIONS

PRESENTATIONS

City Treasurer Middleton – September Report of Investment

STAFF ANNOUNCEMENTS / REPORTS

Police Chief Hurtado – Department Update

Fire Chief Vincent – Department Update

Public Works Director Platt – Department Update

Finance Director O'Laughlin – Department Update

Parks & Recreation Supervisor Daverin – Parks and Recreation Update

City Manager Weil – City Updates

AB 1234 – Council Updates

CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS Please state your name for the record and limit your announcements to three minutes.

October 24, 2017

PUBLIC BUSINESS FROM THE FLOOR This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

CONSENT CALENDAR All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Council, staff or public wishes to comment or ask questions. (Public comments to be limited to three minutes) Roll call vote required.

CC 1. Approve City check registers dated through 10/19/17

CC 2. READING OF ORDINANCES

Waive reading in full of all ordinances under consideration and read by title only.

Adopt “**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, ADOPTING THE 2016 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE OF REGULATIONS (ALL 13 PARTS) WITHOUT AMENDMENTS, WHICH WILL COMPRISE THE BUILDING AND SAFETY CODE OF THE CITY OF CALIFORNIA CITY**”

Adopt “**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY ADOPTING ZONE CHANGE NO. 187 TO REZONE 160 ACRES OF LAND LOCATED 2 1/2 MILES NORTH OF CALIFORNIA CITY BOULEVARD AND WEST OF NEURALIA ROAD FROM OPEN SPACE/RESIDENTIAL (O/RA) TO LIGHT INDUSTRIAL (M1)**”

Adopt “**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY ADOPTING ZONE CHANGE NO. 188 TO REZONE 39 ACRES OF LAND 1 3/4 MILES LOCATED NORTH OF CALIFORNIA CITY BOULEVARD ON THE EAST SIDE OF NEURALIA ROAD FROM OPEN SPACE/RESIDENTIAL (O/RA) TO LIGHT INDUSTRIAL (M1)**”

CC 3. Parks and Recreation Dept: Independent Contract; Claud Hoyt, Personal Trainer

CC 4. Josh Meister: Donation of 2 storage containers for Animal Control

PUBLIC HEARING

PH 1. Medical Marijuana Proposed Permit Fee - City Manager Weil

PUBLIC HEARING PROCEDURE

- A. Mayor read the item
- B. Mayor declare Public Hearing open
- C. Hear staff report
- D. Council questions only
- E. Council disclosure of any *ex parte* communications
- F. Ask city clerk to report on any communication(s)
- G. Mayor call for public testimony
- H. Close public comment portion of public hearing
- I. Council discussion
- J. Council motion and vote

October 24, 2017

Recommendation:

Council discuss, take public comments, and adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY ESTABLISHING THE AMOUNT OF THE MEDICAL MARIJUANA BUSINESS PERMIT FEE"

COUNCIL AGENDA

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting, or refer an item to staff.

Councilmember Parris
Councilmember Stump
Councilmember McGuire
Mayor Pro Tem Gomez
Mayor Wood

ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.
Denise Hilliker, City Clerk

California City, California 93505
TREASURER'S MONTHLY REPORT OF INVESTMENT
September 2017

The general investment portfolio consists of funds for operations, capital improvement projects (CPI), water rate stabilization, administration replacements and reserves.

General Investment Accounts	Balance on 8/31/2017	Net Transactions	Balance on 9/30/2017	Percent of Total
Local Agency Investment Fund (122)	\$ 3,745,249	\$ -	\$ 3,745,249	43.36%
Kern County Investment Fund (20202)	\$ 4,075,094	\$ -	\$ 4,075,094	47.18%
Sub-Total Investment Accounts	\$ 7,820,343	\$ -	\$ 7,820,343	
General Operating Accounts	8/31/2017	Net Transactions	9/30/2017	
Bank of the Sierra -- General Checking	\$ 427,395	\$ 388,455	\$ 815,851	9.45%
Petty Cash - City Hall Accounts Payable	\$ 500	\$ (300)	\$ 200	0.00%
Petty Cash - City Manager	\$ 200	\$ (200)	\$ -	0.00%
Petty Cash - Fire	\$ 250	\$ (250)	\$ -	0.00%
Petty Cash - Police Department	\$ 250	\$ -	\$ 250	0.00%
Petty Cash - Parks & Recreation	\$ 1,050	\$ (950)	\$ 100	0.00%
Sub-Total Operating Accounts	\$ 429,645	\$ 386,755	\$ 816,401	
Total City Operating Funds	\$ 8,249,988	\$ 386,755	\$ 8,636,743	100.00%

Restricted Housing Corporation Accounts				
Checking & CD Accounts	8/31/2017	Net Transactions	9/30/2017	
Housing Corp. -- Bank of the Sierra, Checking	\$ 654,118	\$ 30,616	\$ 684,734	74.86%
Housing Corp. -- Bank of the Sierra, CD 0350	\$ 71,481	\$ -	\$ 71,481	7.82%
Housing Corp. -- Bank of the Sierra, CD 7653	\$ 30,722	\$ 3	\$ 30,725	3.36%
Housing Corp. -- Bank of the Sierra, CD 7654	\$ 20,862	\$ 1	\$ 20,862	2.28%
Housing Corp. -- Bank of the Sierra, CD 7655	\$ 45,210	\$ 2	\$ 45,212	4.94%
Housing Corp. -- Bank of the Sierra, CD 9374	\$ 61,623	\$ 7	\$ 61,630	6.74%
Total Housing Corporation Funds	\$ 884,015	\$ 30,629	\$ 914,643	100.00%

Restricted Successor Agency Accounts				
Checking Account	8/31/2017	Net Transactions	9/30/2017	
Successor Agency -- Bank of the Sierra, Checking	\$ 1,045,282	\$ (198,692)	\$ 846,589	100.00%
Total Successor Agency Funds	\$ 1,045,282	\$ (198,692)	\$ 846,589	100.00%

Restricted SDI Agency Accounts				
Checking Account	8/31/2017	Net Transactions	9/30/2017	
(SDI) -- Bank of the Sierra, Checking	\$ 10,975	\$ -	\$ 10,975	0.01%
Sub-Total SDI Checking Account	\$ 10,975	\$ -	\$ 10,975	
Investment Account (Updated Monthly)	8/31/2017	Net Transactions	9/30/2017	
(SDI) US Bank Investments	\$ 86,136,131	\$ (544,946)	\$ 85,591,185	99.05%
(SDI) Certificate of Deposit with Mission Bank	\$ 806,845	\$ -	\$ 806,845	0.93%
Sub-Total SDI Investment Accounts	\$ 86,942,976	\$ (544,946)	\$ 86,398,030	
Total SDI Funds (Chking & Invest)	\$ 86,953,951	\$ (544,946)	\$ 86,409,005	100.00%

California City, California 93505
TREASURER'S MONTHLY REPORT OF INVESTMENT
September 2017

INVESTMENT POLICY

The Treasurer shall invest the City's monies as permitted in the City's approved investment policy. The Treasurer shall consider current and projected cash needs in making such investments.

* Contact City Treasurer for US Bank investment breakdown.

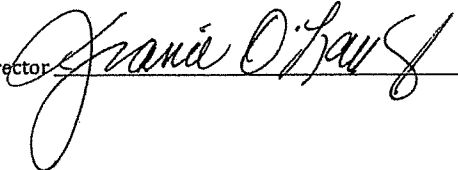
US Bank		
Market Value Summary - CUSTODIAN ACCOUNT	8/31/2017	9/30/2017
Beginning Market Value	84,688,057	84,902,366
Ending Market Value	84,902,366	84,729,097
Investment Results	214,308	(173,268)
Market Value Summary - REDEVELOPEMENT AGENCY PROJ AREA TAX	8/31/2017	9/30/2017
Beginning Market Value	2	0
Ending Market Value	2	-
Investment Results	-	-
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX INTEREST	8/31/2017	9/30/2017
Beginning Market Value	5	181,681
Ending Market Value	181,681	2
Investment Results	181,676	(181,679)
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX PRINCIPAL	8/31/2017	9/30/2017
Beginning Market Value	5	190,000
Ending Market Value	190,000	3
Investment Results	189,995	(189,997)
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX RESERVE	8/31/2017	9/30/2017
Beginning Market Value	862,082	862,082
Ending Market Value	862,082	862,082
Investment Results	-	-
Total "US Bank" Investment Assets	86,136,131	85,591,185

Report Criteria:

Report type: Invoice detail
Check.Check Number = 101158,101159
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/17	10/05/2017	101158	AT&T	Cell Phone/Ipad Connectio	061017	541.96-	541.96-
10/17	10/05/2017	101158	AT&T	Cell Phone/Ipad Connectio	081017	1,832.85	1,832.85
10/17	10/05/2017	101158	AT&T	Cell Phone/Ipad Connectio	091017	1,700.30	1,700.30
Total 101158:							2,991.19
10/17	10/05/2017	101159	Hightower, Kristy	Perdiem HightowerK	FIREINSP-HIGHTO	1,425.00	1,425.00
Total 101159:							1,425.00
Grand Totals:							4,416.19

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-5-17Finance Director 

CCI.

Report Criteria:

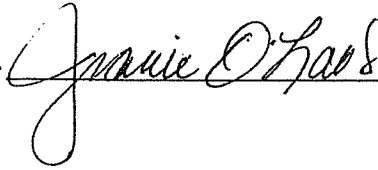
Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/17	10/06/2017	101160	Thorpe, William	Deposit refund	16356	500.00	500.00
Total 101160:							500.00
Grand Totals:							500.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-6-17

Finance Director



Report Criteria:


Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/17	10/10/2017	101161	Chief Supply Corporation, Inc	Smoke for OHV Area	757822	1,994.02	1,994.02
10/17	10/10/2017	101161	Chief Supply Corporation, Inc	Camelbaks	758496	1,529.80	1,529.80
Total 101161:							3,523.82
10/17	10/10/2017	101162	Entenmann-Rovin Company	Guerrero Arson Badge	0123576-IN	249.51	249.51
10/17	10/10/2017	101162	Entenmann-Rovin Company	Fire Marshall Badge	0135434	120.71	120.71
Total 101162:							370.22
10/17	10/10/2017	101163	Flight Light Inc	Lamp Bulbs Airport	0059530-IN	215.94	215.94
Total 101163:							215.94
10/17	10/10/2017	101164	KME Fire Apparatus	Windshield	CA541597	841.67	841.67
Total 101164:							841.67
Grand Totals:							4,951.65

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-10-17Finance Director: 

Report Criteria:

Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/17	10/11/2017	101165	Kern County Treasurer - Tax C	Acquisition of Property AP	OHV 101017	20,854.42	20,854.42
Total 101165:							20,854.42
Grand Totals:							20,854.42

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-11-17

Finance Director



Denise

California City

Check Register - Pre-Issue Report
Check Issue Dates: 10/12/2017 - 6/30/2018

Page: 1
Oct 12, 2017 01:14PM

Report Criteria:

Report type: Invoice detail
Bank Number = 1
Check Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/17	10/12/2017	101166	Holley, Sandra	Deposit Refund Strata 1105	DEPOSIT 110517	200.00	200.00
Total 101166:							200.00
Grand Totals:							200.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-16-17

Finance Director Jeanie O'Hanlon

Denise

California City

Check Register - Pre-Issue Report
Check Issue Dates: 10/17/2017 - 6/30/2018Page: 1
Oct 17, 2017 12:05PM

Report Criteria:

Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/17	10/17/2017	101172	Bob Dacey Golf Maintenance	1st Qtr 17-18 TDS Contract	1 QTR FYE 18	50,000.00	50,000.00
Total 101172:							50,000.00
10/17	10/17/2017	101173	Clears, Inc.	Annual CLEARS Conf Gallan	CONF 111317	800.00	800.00
Total 101173:							800.00
10/17	10/17/2017	101174	Agnes Itzhaki	Refund MMB Application F	DEP REFUND ITZHA	29,322.00	29,322.00
Total 101174:							29,322.00
10/17	10/17/2017	101175	Hightower, Jesse	Per Diem CAPTO Conf	CAPTO CONF 10251	50.00	50.00
Total 101175:							50.00
10/17	10/17/2017	101176	Spyglass Inn	CLEARS Conf Hotel Corcora	CLEARS CONF 1113	668.68	668.68
Total 101176:							668.68
Grand Totals:							80,840.68

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-17-17Finance Director Janice O'Hanlon

Report Criteria:

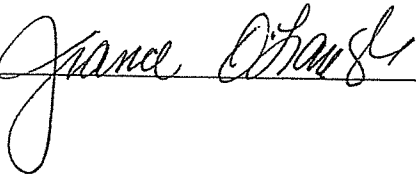
Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/17	10/19/2017	101177	Southern California Edison	Aspen Mall Lighting	2-29-857-0987 100	190.34	190.34
Total 101177:							190.34
10/17	10/19/2017	101178	Southern California Edison Co	City Electricity	2-01-388-5074 100	92,077.04	92,077.04
Total 101178:							92,077.04
10/17	10/19/2017	101179	Verizon	annual outbound long dista	373-1115 100217	402.85	402.85
Total 101179:							402.85
10/17	10/19/2017	101180	Verizon Business	Outbound Long Distance Ca	07893613	205.77	205.77
Total 101180:							205.77
Grand Totals:							92,876.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-19-17

Finance Director



Report Criteria:

Report type: Invoice detail
 Check.Check Number = {>} 101181
 Bank.Bank Number = 1
 Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/17	10/19/2017	101182	661 Communications	Avaya Refurbished Phones	1222	154.43	154.43
Total 101182:							154.43
10/17	10/19/2017	101183	A V E K	M & I Water Charges	24379	40,075.32	40,075.32
Total 101183:							40,075.32
10/17	10/19/2017	101184	Adelman Broadcasting	Radio Ads	RENFAIR 2017	500.00	500.00
Total 101184:							500.00
10/17	10/19/2017	101185	Alexander Enterprises, Inc	Water Billing Process	2444	3,109.44	3,109.44
Total 101185:							3,109.44
10/17	10/19/2017	101186	AmeriPride	uniform repair/maintenanc	2100634319	175.60	175.60
10/17	10/19/2017	101186	AmeriPride	Uniform Service	2100635888	176.60	176.60
Total 101186:							352.20
10/17	10/19/2017	101187	AV Fuel Corporation	Jet Fuel	010072483	9,716.19	9,716.19
Total 101187:							9,716.19
10/17	10/19/2017	101188	Bair's Enterprise	Name Plates	1002	168.92	168.92
Total 101188:							168.92
10/17	10/19/2017	101189	Best Best & Krieger	Legal Services C Berry	806002	3,853.28	3,853.28
Total 101189:							3,853.28
10/17	10/19/2017	101190	Boston, John	Replacement headlight	BOSTON 092217	11.57	11.57
Total 101190:							11.57
10/17	10/19/2017	101191	Burkhart, Michaele	Tiny Tots Class	101217	290.50	290.50
Total 101191:							290.50
10/17	10/19/2017	101192	California Park & Recreation	Membership Renewal	112623 071817	5.00	5.00
10/17	10/19/2017	101192	California Park & Recreation	Membership Renewal	1832	475.00	475.00
Total 101192:							480.00
10/17	10/19/2017	101193	Callahan, Ryan Michael	Mobile Car Wash	106	195.00	195.00
Total 101193:							195.00
10/17	10/19/2017	101194	Camino Animal Clinic, Inc	K9 Feed and follow up exa	372917	231.85	231.85

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 101194:							231.85
10/17	10/19/2017	101195	Campbell, Cecile	Reimbursement for Plaque	555601	34.00	34.00
Total 101195:							34.00
10/17	10/19/2017	101196	Caselle, Inc	Contract Support & Mainte	83521	1,718.00	1,718.00
Total 101196:							1,718.00
10/17	10/19/2017	101197	Cen-Cal Construction	Heather Ave Sidewalk Infill	1720-03	3,959.75	3,959.75
Total 101197:							3,959.75
10/17	10/19/2017	101198	Chief Supply Corporation, Inc	Load Bearing Vests for OHV	247380	1,259.85	1,259.85
10/17	10/19/2017	101198	Chief Supply Corporation, Inc	Schultheiss boots	247381	129.48	129.48
10/17	10/19/2017	101198	Chief Supply Corporation, Inc	Thermal Imaging System	738200	9,384.98	9,384.98
Total 101198:							10,774.31
10/17	10/19/2017	101199	City Hardware, Inc	Public Works Hardware Su	100409 100117	3,735.41	3,735.41
10/17	10/19/2017	101199	City Hardware, Inc	OHV Supplies	C356286	36.23	36.23
10/17	10/19/2017	101199	City Hardware, Inc	OHV Supplies	C357150	18.15	18.15
10/17	10/19/2017	101199	City Hardware, Inc	OHV Supplies	C357972	221.41	221.41
10/17	10/19/2017	101199	City Hardware, Inc	OHV Supplies	C361442	82.86	82.86
10/17	10/19/2017	101199	City Hardware, Inc	Engine Replacement Saw	C363243	128.69	128.69
10/17	10/19/2017	101199	City Hardware, Inc	Fire Hardware Supplies	C363659	11.79	11.79
10/17	10/19/2017	101199	City Hardware, Inc	Airport monthly supplies	C364684	24.64	24.64
10/17	10/19/2017	101199	City Hardware, Inc	Fire Hardware Supplies	C365520	9.22	9.22
10/17	10/19/2017	101199	City Hardware, Inc	Fire Hardware Supplies	C365884	27.87	27.87
10/17	10/19/2017	101199	City Hardware, Inc	Fire Hardware Supplies	C366810	3.86	3.86
10/17	10/19/2017	101199	City Hardware, Inc	Fire Hardware Supplies	C366964	3.81	3.81
10/17	10/19/2017	101199	City Hardware, Inc	Airport monthly supplies	C367301	23.15	23.15
10/17	10/19/2017	101199	City Hardware, Inc	Fire Hardware Supplies	C368805	17.12	17.12
10/17	10/19/2017	101199	City Hardware, Inc	Fire Hardware Supplies	C369524	7.49	7.49
10/17	10/19/2017	101199	City Hardware, Inc	OHV Supplies	C535640	73.83	73.83
Total 101199:							4,425.53
10/17	10/19/2017	101200	County of Kern	Cross Connections	IN0408383	1,403.60	1,403.60
Total 101200:							1,403.60
10/17	10/19/2017	101201	Craig, Jack	Per Diem Marijuana Works	PER DIEM 083017	112.00	112.00
Total 101201:							112.00
10/17	10/19/2017	101202	Dennis Automotive	Auto Service	18148	40.00	40.00
10/17	10/19/2017	101202	Dennis Automotive	Auto Service	18155	640.00	640.00
10/17	10/19/2017	101202	Dennis Automotive	Auto Service	18158	424.00	424.00
10/17	10/19/2017	101202	Dennis Automotive	Auto Service	18159	320.00	320.00
10/17	10/19/2017	101202	Dennis Automotive	Auto Service	18163	40.00	40.00
10/17	10/19/2017	101202	Dennis Automotive	Auto Service	22726	51.75	51.75
10/17	10/19/2017	101202	Dennis Automotive	Auto Service	22727	51.75	51.75
Total 101202:							1,567.50
10/17	10/19/2017	101203	Department of Justice	Fingerprinting	226125	190.00	190.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/17	10/19/2017	101203	Department of Justice	Fingerprinting	231850	113.00	113.00
10/17	10/19/2017	101203	Department of Justice	Fingerprinting	237409	15.00	15.00
10/17	10/19/2017	101203	Department of Justice	Fingerprinting	243084	107.00	107.00
10/17	10/19/2017	101203	Department of Justice	Fingerprinting	254814	239.00	239.00
10/17	10/19/2017	101203	Department of Justice	Fingerprinting	260585	1,727.00	1,727.00
10/17	10/19/2017	101203	Department of Justice	Fingerprinting	260853	128.00	128.00
Total 101203:							2,519.00
10/17	10/19/2017	101204	Patrick Bohannon	Deposit Refund	106394.07	49.80	49.80
Total 101204:							49.80
10/17	10/19/2017	101205	Freeman, Katelynn	Deposit Refund	105795.1	55.10	55.10
Total 101205:							55.10
10/17	10/19/2017	101206	Yvette and Jerry Goff	Deposit Refund	106044.08	14.07	14.07
Total 101206:							14.07
10/17	10/19/2017	101207	Edgar Greenfields Group/Hair	Deposit Refund	105676.11	7.41	7.41
Total 101207:							7.41
10/17	10/19/2017	101208	Charles Tyler & Nadine Johnso	Deposit Refund	103085.03	16.80	16.80
Total 101208:							16.80
10/17	10/19/2017	101209	Jones, Geraldine	Overpayment	100984.14	73.90	73.90
Total 101209:							73.90
10/17	10/19/2017	101210	Ying Di Li	Deposit Refund	103966.11	23.90	23.90
Total 101210:							23.90
10/17	10/19/2017	101211	Carlos & Samantha Monge	Deposit Refund	106402.09	23.90	23.90
Total 101211:							23.90
10/17	10/19/2017	101212	Andrew Schoonover	Deposit Refund	102822.04	9.18	9.18
Total 101212:							9.18
10/17	10/19/2017	101213	Kelsey Stillwell	Deposit Refund	105795.09	16.24	16.24
Total 101213:							16.24
10/17	10/19/2017	101214	Elizabeth Tona	Deposit Refund	106091.07	30.37	30.37
Total 101214:							30.37
10/17	10/19/2017	101215	Junius & Janie Wheeler	Deposit Refund	106730.01	25.54	25.54
Total 101215:							25.54
10/17	10/19/2017	101216	Xaio Bing Xu	Deposit Refund	104878.11	18.01	18.01

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 101216:							18.01
10/17	10/19/2017	101217	Khoi Ybarra	Deposit Refund	102764.04	8.05	8.05
Total 101217:							8.05
10/17	10/19/2017	101218	Cathy Yip	Deposit Refund	102946.02	15.44	15.44
Total 101218:							15.44
10/17	10/19/2017	101219	Irene Yocum	Deposit Refund	106424.09	25.08	25.08
Total 101219:							25.08
10/17	10/19/2017	101220	DSLRPros.com	OHV Drone	10014329	9,641.06	9,641.06
Total 101220:							9,641.06
10/17	10/19/2017	101221	Expert Automotive	Unit 381 EGR Valve	44364	506.60	506.60
Total 101221:							506.60
10/17	10/19/2017	101222	Failsafe Testing	Ground ladders tested	9308	433.60	433.60
Total 101222:							433.60
10/17	10/19/2017	101223	Fed Ex	Priority Mailings	5-946-00896	90.60	90.60
10/17	10/19/2017	101223	Fed Ex	Priority Mailings	5-953-41591	113.36	113.36
Total 101223:							203.96
10/17	10/19/2017	101224	Ferguson Waterworks	Range Water System Part	0609239	23.29	23.29
10/17	10/19/2017	101224	Ferguson Waterworks	supplies	0611390	309.25	309.25
Total 101224:							332.54
10/17	10/19/2017	101225	Firemaster	Kitchen Hood Maint. Senior	0000461589	240.01	240.01
Total 101225:							240.01
10/17	10/19/2017	101226	Full Spectrum, Inc.	Water Study	20171004	4,650.00	4,650.00
Total 101226:							4,650.00
10/17	10/19/2017	101227	General Office Prod Ctr	Meter read charge and mai	11978	434.65	434.65
10/17	10/19/2017	101227	General Office Prod Ctr	Meter Reading copier	12085	340.08	340.08
10/17	10/19/2017	101227	General Office Prod Ctr	Meter Reading copier	12200	372.36	372.36
10/17	10/19/2017	101227	General Office Prod Ctr	Meter Reading copier	12246	248.82	248.82
Total 101227:							1,395.91
10/17	10/19/2017	101228	Grainger, Inc	Stencils	9565453348	95.80	95.80
Total 101228:							95.80
10/17	10/19/2017	101229	Guillen, Kevin	mileage 101317	MILEAGE 101317	265.36	265.36

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 101229:							265.36
10/17	10/19/2017	101230	Helt Engineering, Inc	15410 FEMA Floodplain Tr	17-357	1,330.00	1,330.00
10/17	10/19/2017	101230	Helt Engineering, Inc	16405 Mendiburu - Hacen	17-358	2,560.00	2,560.00
10/17	10/19/2017	101230	Helt Engineering, Inc	16408 Heather Ave Sidewal	17-359	1,853.25	1,853.25
10/17	10/19/2017	101230	Helt Engineering, Inc	16413 Eastside Taxiways	17-360	1,330.00	1,330.00
10/17	10/19/2017	101230	Helt Engineering, Inc	16413 Eastside Taxiways	17-361	4,737.22	4,737.22
10/17	10/19/2017	101230	Helt Engineering, Inc	17402.37 Plan Check SDR 1	17-362	1,727.50	1,727.50
10/17	10/19/2017	101230	Helt Engineering, Inc	17402.53 Plan Check SDR 1	17-363	2,765.00	2,765.00
10/17	10/19/2017	101230	Helt Engineering, Inc	17402.54 Plan Check SDR 1	17-364	982.50	982.50
10/17	10/19/2017	101230	Helt Engineering, Inc	17402.64 Plan Check SDR	17-365	982.50	982.50
10/17	10/19/2017	101230	Helt Engineering, Inc	17402.82 Plan Check SDR	17-366	1,075.00	1,075.00
10/17	10/19/2017	101230	Helt Engineering, Inc	17402.83 Plan Check SDR 1	17-367	950.00	950.00
10/17	10/19/2017	101230	Helt Engineering, Inc	17402.84 Plan Check SDR 1	17-368	1,075.00	1,075.00
10/17	10/19/2017	101230	Helt Engineering, Inc	17402.85 Plan Check SDR 1	17-369	950.00	950.00
10/17	10/19/2017	101230	Helt Engineering, Inc	17404 Hyundai Easements	17-370	5,565.00	5,565.00
10/17	10/19/2017	101230	Helt Engineering, Inc	17408 Sewer/Septic Tank S	17-371	2,592.50	2,592.50
10/17	10/19/2017	101230	Helt Engineering, Inc	17409 Local Streets Rehab	17-372	7,485.00	7,485.00
10/17	10/19/2017	101230	Helt Engineering, Inc	17410 RSTP Call for Project	17-373	3,285.00	3,285.00
10/17	10/19/2017	101230	Helt Engineering, Inc	17411 CMAQ Call for Proje	17-374	3,847.50	3,847.50
10/17	10/19/2017	101230	Helt Engineering, Inc	17413 Hyundai Quit Claims	17-375	2,782.93	2,782.93
10/17	10/19/2017	101230	Helt Engineering, Inc	17414 tract map 2278 Zoni	17-376	532.50	532.50
Total 101230:							48,408.40
10/17	10/19/2017	101231	Hilliker, Denise	County Fees	2076	13.00	13.00
10/17	10/19/2017	101231	Hilliker, Denise	Notary requirements	2077	27.00	27.00
Total 101231:							40.00
10/17	10/19/2017	101232	Holloway Environmental	Biosolids Removal	48	801.92	801.92
Total 101232:							801.92
10/17	10/19/2017	101233	Hurtado, Eric	Per Diem Marijuana Works	PER DIEM 083017	112.00	112.00
Total 101233:							112.00
10/17	10/19/2017	101234	John Deere Financial	Lease Payment Excavator	1900259	2,596.24	2,596.24
Total 101234:							2,596.24
10/17	10/19/2017	101235	Jones & Mayer	Attorney Fees	84170	40,120.00	40,120.00
10/17	10/19/2017	101235	Jones & Mayer	Attorney Fees	84171	41.00	41.00
10/17	10/19/2017	101235	Jones & Mayer	Attorney Fees	84172	2,721.60	2,721.60
10/17	10/19/2017	101235	Jones & Mayer	Attorney Fees	84174	3,444.00	3,444.00
10/17	10/19/2017	101235	Jones & Mayer	Attorney Fees	84175	280.80	280.80
10/17	10/19/2017	101235	Jones & Mayer	Attorney Fees	84176	2,354.40	2,354.40
10/17	10/19/2017	101235	Jones & Mayer	Attorney Fees	84177	19,485.39	19,485.39
10/17	10/19/2017	101235	Jones & Mayer	Attorney Fees	84180	594.50	594.50
10/17	10/19/2017	101235	Jones & Mayer	Attorney Fees	84181	164.00	164.00
10/17	10/19/2017	101235	Jones & Mayer	Attorney Fees	84182	833.17	833.17
10/17	10/19/2017	101235	Jones & Mayer	Attorney Fees	84184	728.00	728.00
Total 101235:							70,766.86
10/17	10/19/2017	101236	Kern County Chief Law Enforc	2017/18 membership dues	17106	100.00	100.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 101236:							100.00
10/17	10/19/2017	101237	Kieffe & Sons Ford	Unit 3002 clip	25256	6.22	6.22
Total 101237:							6.22
10/17	10/19/2017	101238	KJI Plumbing	Pool House Plumbing	KJI17-30308	11,400.00	11,400.00
Total 101238:							11,400.00
10/17	10/19/2017	101239	M & S Security Services	Security Service	13116	450.00	450.00
Total 101239:							450.00
10/17	10/19/2017	101240	Mar-Co Equipment Co	Street Sweeper Parts	146434	457.52	457.52
Total 101240:							457.52
10/17	10/19/2017	101241	McMaster Carr	WTPP Misc Repair Material	46927680	854.68	854.68
Total 101241:							854.68
10/17	10/19/2017	101242	Mediowaste Disposal	Biohazard Waste Service	0000038684	62.00	62.00
Total 101242:							62.00
10/17	10/19/2017	101243	Mission Uniform Service	Laundry Service PD	505951462	53.88	53.88
Total 101243:							53.88
10/17	10/19/2017	101244	Modular Space Corp.	Record/Supplies Storage	502196125	449.49	449.49
Total 101244:							449.49
10/17	10/19/2017	101245	Mojave Desert News	Legal Notice	49896	170.05	170.05
10/17	10/19/2017	101245	Mojave Desert News	Legal Notice	49902	488.38	488.38
Total 101245:							658.43
10/17	10/19/2017	101246	Moore Medical	Medical Supplies	99631237	30.01	30.01
10/17	10/19/2017	101246	Moore Medical	Medical Supplies	99636527	83.66	83.66
10/17	10/19/2017	101246	Moore Medical	Medical Supplies	99640071	815.10	815.10
10/17	10/19/2017	101246	Moore Medical	Medical Supplies	99643314	541.83	541.83
Total 101246:							1,470.60
10/17	10/19/2017	101247	Norm Hill Aviation	Airport Internet	2632	50.00	50.00
10/17	10/19/2017	101247	Norm Hill Aviation	ACO Internet	2679	50.00	50.00
Total 101247:							100.00
10/17	10/19/2017	101248	Office Depot	Office Supplies	960726855001	421.94	421.94
10/17	10/19/2017	101248	Office Depot	Office Supplies OHV Grant	966332613001	700.77	700.77
10/17	10/19/2017	101248	Office Depot	Office Supplies OHV Grant	966334930001	252.96	252.96
10/17	10/19/2017	101248	Office Depot	Office Supplies OHV Grant	966341182001	171.05	171.05
10/17	10/19/2017	101248	Office Depot	Office Supplies OHV Grant	966341493001	4.28	4.28
10/17	10/19/2017	101248	Office Depot	Office Supplies OHV Grant	966341494001	64.10	64.10
10/17	10/19/2017	101248	Office Depot	Office Supplies OHV Grant	966341495001	95.26	95.26

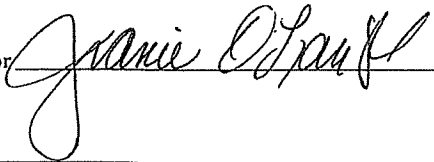
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/17	10/19/2017	101248	Office Depot	Office Supplies-Records	967403111001	376.71	376.71
10/17	10/19/2017	101248	Office Depot	Office Supplies-Records	968007171001	42.36	42.36
Total 101248:							2,129.43
10/17	10/19/2017	101249	Palmdale Auto Parts	OHV Auto Parts	647549	292.72	292.72
10/17	10/19/2017	101249	Palmdale Auto Parts	OHV Auto Parts	648388	27.63	27.63
10/17	10/19/2017	101249	Palmdale Auto Parts	OHV Auto Parts	648443	19.67	19.67
10/17	10/19/2017	101249	Palmdale Auto Parts	OHV Auto Parts	649015	45.76	45.76
10/17	10/19/2017	101249	Palmdale Auto Parts	OHV Auto Parts	649413	624.61	624.61
10/17	10/19/2017	101249	Palmdale Auto Parts	OHV Auto Parts	649430	571.64	571.64
10/17	10/19/2017	101249	Palmdale Auto Parts	OHV Auto Parts	649607	38.46	38.46
10/17	10/19/2017	101249	Palmdale Auto Parts	OHV Auto Parts	649629	571.64	571.64
10/17	10/19/2017	101249	Palmdale Auto Parts	OHV Auto Parts	650104	406.16	406.16
10/17	10/19/2017	101249	Palmdale Auto Parts	OHV Auto Parts	650105	5.78	5.78
10/17	10/19/2017	101249	Palmdale Auto Parts	OHV Auto Parts	650187	22.01	22.01
10/17	10/19/2017	101249	Palmdale Auto Parts	Parks	PW 093017	2,927.00	2,927.00
Total 101249:							5,553.08
10/17	10/19/2017	101250	Process Solutions, Inc	Micropump Well 16	INV0001819	1,121.33	1,121.33
Total 101250:							1,121.33
10/17	10/19/2017	101251	R&B Company	Poly Ball Valve - Sewer Pro	S13682359.001	164.06	164.06
Total 101251:							164.06
10/17	10/19/2017	101252	RMC Water & Environment	IRWMP Development	24780	51,837.84	51,837.84
Total 101252:							51,837.84
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069485	1,112.25	1,112.25
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069535	56.26	56.26
10/17	10/19/2017	101253	RSI Petroleum	Fuel for OHV	1069588	304.73	304.73
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069654	902.05	902.05
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069656	294.31	294.31
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069657	3,774.38	3,774.38
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069671	1,729.09	1,729.09
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069672	152.43	152.43
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069684	646.83	646.83
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069686	56.57	56.57
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069687	671.85	671.85
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069689	778.32	778.32
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069700	275.31	275.31
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069701	296.83	296.83
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069702	287.02	287.02
10/17	10/19/2017	101253	RSI Petroleum	Fuel	1069723	84.65	84.65
Total 101253:							11,422.88
10/17	10/19/2017	101254	S.C. Friends Tire Inc.	Tire Service	32362	10.00	10.00
10/17	10/19/2017	101254	S.C. Friends Tire Inc.	Tire Service	32368	20.50	20.50
10/17	10/19/2017	101254	S.C. Friends Tire Inc.	Trailer Hitch Instal Unit 38	32425	130.00	130.00
10/17	10/19/2017	101254	S.C. Friends Tire Inc.	Tire Service	32447	10.00	10.00
10/17	10/19/2017	101254	S.C. Friends Tire Inc.	Tire Service	32452	45.00	45.00
10/17	10/19/2017	101254	S.C. Friends Tire Inc.	Tire Service	32453	812.29	812.29
10/17	10/19/2017	101254	S.C. Friends Tire Inc.	Tire Service	32458	10.00	10.00
10/17	10/19/2017	101254	S.C. Friends Tire Inc.	Tire Service	32490	2,174.77	2,174.77

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/17	10/19/2017	101268	Wilnich Broadcasting Corp	TV Commercial for Ren Fair	10517	275.00	275.00
Total 101268:							275.00
10/17	10/19/2017	101269	Willdan Financial Services	Aspen Mall LLD	010-35802	915.39	915.39
Total 101269:							915.39
10/17	10/19/2017	101270	Zee Medical	First Aid Supplies	34-224461	169.56	169.56
Total 101270:							169.56
10/17	10/19/2017	101271	Zoll	RMS Access Fee	INV00003704	210.00	210.00
Total 101271:							210.00
10/17	10/19/2017	101272	Zters	Port-A-Potty Service	204415	211.81	211.81
Total 101272:							211.81
Grand Totals:							341,115.37

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-19-17

Finance Director



Report Criteria:

Report type: Invoice detail
Check.Check Number = {>} 101181
Bank.Bank Number = 1
Check.Voided = no

Water and Sewer City Accounts - September 13, 2017 Bills for August Water and Sewer Services									
Route #	Customer ID	Customer/Meter ID	GL Account No.	Description	Total Bill	Bal Due	DR Water GL Acct	DR Sewer GL Acct	
0	10282601	Housing Corporation/39 Desert Jade 9131646	74-4632-287 74-4632-288	Water Sewer	1,274.83	455.95 818.88	455.95	818.88	
0	10282702	Housing Corporation/39 Desert Jade B 9124384	74-4632-287 74-4632-288	Water Sewer	1,101.31	282.43 818.88	282.43	818.88	
0	10320701	Housing Corporation/8800 Fuchsia 15812845	74-4632-287 74-4632-288	Water Sewer	2,425.75	378.55 2,047.20	378.55	2,047.20	
0	10321101	Housing Corporation/21341 89th 05219101	74-4632-287 74-4632-288	Water Sewer	830.69	216.53 614.16	216.53	614.16	
0	106793.01 Wtr	City Of Calif City/Borax Bill Pk Bathrms 18819303	16-4232-287 x	Water x	282.43	282.43	282.43		
0	106796.01 Wtr	City Of Calif City/TDS (A)(P&R) 11010967	10-4153-287 x	Water x	25,059.44	25,059.44	25,059.44		
0	106797.01 Wtr	City Of Calif City/TDS (B)(P&R) 9311920	10-4153-287 x	Water x	10,420.19	10,420.19	10,420.19		
0	106798.01 Wtr	City Of Calif City/TDS C (P&R) 9313796	10-4153-287 x	Water x	42,875.09	42,875.09	42,875.09		
0	106799.01 Wtr	City Of Calif City/TDS (D)(P&R) 16490176	10-4153-287 x	Water x	2,472.97	2,472.97	2,472.97		
0	106800.01 Wtr	City Of Calif City/TDS Pro Shop (E)(P&R) 9113145	10-4153-287 10-4153-288	Water Sewer	154.89 59.01	95.88 59.01	95.88	59.01	
0	106801.01 Wtr	City of Calif City/TDS Golf Course (F) 9311918	10-4153-287 x	Water x	16,228.73	16,228.73	16,228.73		
0	106802.01 Wtr	City of Calif City/TDS Maint. (L)(P&R) 93702561	10-4161-287 x	Water x	126.60	126.60	126.60		
0	106804.01 Wtr	City of Calif City/Par-3 Golf Course (P&R) 97296489	10-4153-287 x	Water x	1,112.80	1,112.80	1,112.80		

Water and Sewer City Accounts - September 13, 2017 Bills for August Water and Sewer Services									
Route #	Customer ID	Customer/Meter ID	GL Account No.	Description	Total Bill	Bal Due	DR Water GL Acct	DR Sewer GL Acct	
0	106805.01 Wtr	City Of Calif City/Par-3 Irrig.(P&R) 8184720	x 10-4153-287 x x	x Water x x	1,304.10	1,304.10	1,304.10		
0	106806.01 Wtr	City Of Calif City/Par-3 (I)(P&R) 9311915	10-4153-287 x x	Water x x	23,432.42	23,432.42	23,432.42		
0	106807.01 Wtr	City Of Calif City/Par-3 (J)(P&R) 8040019	10-4153-287 x x	Water x x	88.50	88.50	88.50		
0	106808.01 Wtr	City Of Calif City/Par-3(P&R) 9313795	10-4153-287 x x	Water x x	2,472.97	2,472.97	2,472.97		
0	106809.01 Wtr	City Of Calif City/City Hall-Lawn (A) 6089270	10-4153-287 x x	Water x x	283.66	283.66	283.66		
0	106810.01 Wtr	City Of Calif City/Lawn (B) 5601775	10-4153-287 x x	Water x x	1,186.20	1,186.20	1,186.20		
0	106811.01 Wtr	City Of Calif City/City Hall (C) 12205469	10-4153-287 x x	Water Sewer x	299.29 16.86	282.43 16.86	282.43	16.86	
0	106812.01 Wtr	City Of Calif City/Police Station 9304962	18-4212-287 x x	Water Sewer x	1,129.66 16.86	1,112.80 16.86	1,112.80	16.86	
0	106813.01 Wtr	City Of Calif City/Fire Station 15812844	19-4222-287 x x	Water Sewer x	316.15	282.43 33.72	282.43	33.72	
0	106814.01 Wtr	City Of Calif City/Airport Terminal (A) 9082147	53-5310-287 x x	Water Sewer x	224.22	176.45 47.77	176.45	47.77	
0	106815.01 Wtr	City Of Calif City/Airport (B) 9113129	53-5310-287 x x	Water x x	88.50	88.50	88.50		
0	106816.01 Wtr	City Of Calif City/Airport - RV Park 8969459	53-5310-287 x x	Water Sewer x	94.12	88.50 5.62	88.50	5.62	
0	106817.01 Wtr	City Of Calif City/Airport/Hose Bib (C) 7053219	53-5310-287 x x	Water x x	52.99	52.99	52.99		

Water and Sewer City Accounts - September 13, 2017 Bills for August Water and Sewer Services

Route #	Customer ID	Customer/Meter ID	GL Account No.	Description	Total Bill	Bal Due	DR Water GL Acct	DR Sewer GL Acct
0	106818.01 Wtr	City Of Calif City Old Museum/Par3(P&R) 7246860	X 10-4153-287 X	X Water X	88.50	88.50	88.50	
0	106819.01 Wtr	City Of Calif City/ Police Dept (AC) 6091640	X 18-4217-287 18-4217-288 X	X Water Sewer X	1,317.34 752.53 564.81	752.53 564.81	752.53	564.81
0	106820.01 Wtr	City Of Calif City/Sewer Plant 91122081	X 52-5213-287 X	X Water X	5,336.28	5,336.28	5,336.28	
0	106821.01 Wtr	City Of Calif City/City Yard 7213086	X 51-5115-287 10-4441-287 27-4411-287 X	X Water Water Water X	282.43	94.14 94.14 94.14	94.14 94.14 94.14	
0	106822.01 Wtr	Borax Bill Park-Showers-P.D. 8184721	X 16-4233-287 X	X Water X	282.43	282.43	282.43	
0	106823.01 Wtr	City Of Calif City/Cen Prk Restro(P&R) 9258800	X 10-4153-287 10-4153-288 X	X Water Sewer X	383.59 282.43 101.16	282.43 101.16	282.43	101.16
0	106824.01 Wtr	City Of Calif City/Marina-Strata(P&R) 9112208	X 10-4153-287 10-4153-288 X	X Water Sewer X	406.07 282.43 123.64	282.43 123.64	282.43	123.64
0	106825.01 Wtr	City Of Calif City/Comm Center(P&R) 9253880	X 10-4153-287 X	X Water X	282.43	282.43	282.43	
0	106826.01 Wtr	City Of Calif City/Cen Pk Lake(P&R) 9070150	X 10-4153-287 X	X Water X	2,472.97	2,472.97	2,472.97	
0	106827.01 Wtr	City Of Calif City/Senior Cent (P&R) 9131647	X 10-4153-287 10-4153-288 X	X Water Sewer X	917.10 504.03 413.07	504.03 413.07	504.03	413.07
0	106828.01 Wtr	City Of Calif City/Balsitis Park(P&R) 5484144	X 10-4153-287 X	X Water X	88.50	88.50	88.50	
0	106829.01 Wtr	City Of Calif City/Balsitis Pk Short(P&R) 16490175	X 10-4153-287 X	X Water X	4,285.46	4,285.46	4,285.46	
0	106830.01	City Of Calif City/Balsitis Pk Restr(P&R)	X 10-4153-287	X Water	52.99	52.99	52.99	

Water and Sewer City Accounts - September 13, 2017 Bills for August Water and Sewer Services									
Route #	Customer ID	Customer/Meter ID	GL Account No.	Description	Total Bill	Bal Due	DR Water GL Acct	DR Sewer GL Acct	
	Wtr	8040020	x	x					
			x	x					
0	106831.01	City Of Calif City/Balsitis Park E(P&R)	10-4153-287	Water	1,323.75	1,323.75	1,323.75		
	Wtr	7145276	x	x					
			x	x					
0	106832.01	City Of Calif City/Aspen Mall	71-7111-287	Water	295.96	295.96	295.96		
	Wtr	96304228	x	x					
			x	x					
0	106838.01	City Of Calif City/Median (A)	10-4161-287	Water	52.99	52.99	52.99		
	Wtr	11639888	x	x					
			x	x					
0	106839.01	City Of Calif City/Median Center (B)	10-4161-287	Water	88.50	88.50	88.50		
	Wtr	359134	x	x					
			x	x					
0	106841.01	City Of Calif City/Median Proctor	10-4161-287	Water	88.50	88.50	88.50		
	Wtr	6200564	x	x					
			x	x					
0	106842.01	City Of Calif City/Median Rome Beauty/ 7247418	10-4161-287	Water	52.99	52.99	52.99		
	Wtr		x	x					
			x	x					
0	106843.01	City Of Calif City/Lakeshore/Randsgurg	10-4161-287	Water	88.50	88.50	88.50		
	Wtr	8969455	x	x					
			x	x					
0	106844.01	City Of Calif City/Median CCB	10-4161-287	Water	88.50	88.50	88.50		
	Wtr	7247390	x	x					
			x	x					
0	106845.01	City Of Calif City/ Median CCB-90th	10-4161-287	Water	88.50	88.50	88.50		
	Wtr	8971971	x	x					
			x	x					
0	106847.01	City Of Calif City/Irrigation	10-4161-287	Water	88.50	88.50	88.50		
	Wtr	7246836	x	x					
			x	x					
0	106848.01	City Of Calif City/Sport (A)(P&R)	10-4153-287	Water	60.37	60.37	60.37		
	Wtr	6074816	x	x					
			x	x					
0	106849.01	City Of Calif City/Entra Sport (A)(P&R)	10-4153-287	Water	88.50	88.50	88.50		
	Wtr	6074815	x	x					
			x	x					
0	106861.01	City Of California City/Pocket Park(P&R)	10-4153-287	Water	72.66	52.99	52.99		

Water and Sewer City Accounts - September 13, 2017 Bills for August Water and Sewer Services									
Route #	Customer ID	Customer/Meter ID	GL Account No.	Description	Total Bill	Bal Due	DR		DR
	Wtr	6305274	10-4153-288	Sewer		19.67		Water GL Acct	Sewer GL Acct
			x	x					19.67
0	106863.01	City of Calif City/OHV-Dump Station	16-4233-287	Water	67.04	52.99		52.99	
	Wtr	15666065	16-4233-288	Sewer		14.05			14.05
			x	x					
0	106872.01	City of Calif City/Lake fill	10-4153-287	Water	24,800.17	24,800.17		24,800.17	
	Wtr	9070149	x	x					
			x	x					
0	106873.01	City of Calif City/Balsitis- Snack-Rest	10-4153-287	Water	52.99	52.99		52.99	
	Wtr	15417058							
		Total City Utility Bills			178,933.01	178,933.01		173,217.65	5,715.36

ORDINANCE NO. 17-753

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY,
CALIFORNIA, ADOPTING THE 2016 EDITION OF THE CALIFORNIA BUILDING
STANDARDS CODE OF REGULATIONS (ALL 13 PARTS) WITHOUT
AMENDMENTS, WHICH WILL COMPRISE THE BUILDING AND SAFETY CODE OF
THE CITY OF CALIFORNIA CITY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CALIFORNIA CITY

SECTION 1: The City of California City hereby adopts the 2016 California Code of Regulations Title 24 all 13 parts without amendments as the City of California City Building and Safety Code, 2016.

SECTION 2: References to Prior Code: Upon the effective date, the 2016 City of California City Building and Safety and Safety Code will supersede and expressly repeal any and all previous city building codes.

SECTION 3: Effective Date: The 2016 City of California City Building and Safety Code will be in force and effective on January 1, 2017, pursuant to state law.

SECTION 4: if any chapter, article, section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each section, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more of them would be declared invalid or unconstitutional.

SECTION 5: Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within City of California City, pursuant to all legal requirements.

PASSED, APPROVED, AND ADOPTED this 24th day of October 2017.

Jennifer Wood, Mayor

I, Denise Hilliker, City Clerk of the City of California City, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of California City held on the 10th day of October 2017, and was adopted at a regular meeting of the City Council of the City of California on the 24th day of October 2017, by the following roll call vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

ATTEST: _____
Denise Hilliker, City Clerk

CC2.

ORDINANCE NO. 17-754

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY ADOPTING ZONE CHANGE NO. 187 TO REZONE 160 ACRES OF LAND LOCATED 2 1/2 MILES NORTH OF CALIFORNIA CITY BOULEVARD AND WEST OF NEURALIA ROAD FROM OPEN SPACE/RESIDENTIAL (O/RA) TO LIGHT INDUSTRIAL (M1)

THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY DOES ORDAIN AS
FOLLOWS:

1. Findings. The council finds, determines and declares:

- (a) A duly-noticed public hearing has been conducted by the Planning Commission and by the City Council to consider the zone change set forth herein.
- (b) This zone change will not result in any significant adverse environmental impacts that will not be mitigated to less than a significant impact.
- (c) This zone change will promote the welfare of the community.
- (d) This zone change is consistent with the general plan and zoning regulations.
- (e) This project was reviewed and approved by Staff Development Review.
- (f) The Planning Commission approved the proposal by Resolution No. 08-15-2017PC ZC187.
- (g) The City Council properly noticed a public hearing for the September 12, 2017 regular City Council meeting. The City Council continued that public hearing to October 10, 2017.

2. Property Description. The property affected by this ordinance (herein "subject property") is APN 302-310-16. The subject property consists of approximately 160 acres located 2 ½ miles north of California City Boulevard on the west side of Neuralia Road in the southwest one-fourth of Section 10, Township 32 South, Range 37 East, Mount Diablo Base & Meridian. The subject property lies within the project area of the 1988-2028 City of California City Redevelopment Plan and was studied in the Project Area Environmental Impact Report (EIR) (SCH #871109128).

3. Zoning Amendment. This Zone Change No. 187 hereby rezones the subject property from Open Space/Residential Agricultural (O/RA) to Light Industrial (M1), and the City's Zoning map is revised accordingly.

4. Mitigated Negative Declaration. The City hereby adopts the Mitigated Negative Declaration (State Clearinghouse (SCH) Number 2017081010, the "MND"). For the reasons set forth in the administrative record, including the written and verbal staff reports, and the reasoning within the MND itself, the City hereby adopts said MND. The Council finds that there is no reasonable basis to conclude that the future potential development of the subject property will cause a significant environmental effect that would not be mitigated to a less than significant impact.

5. Repealing Inconsistencies. Any provision of the Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

6. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other portion of the ordinance which can be implemented without the invalid provision. To this end, the provisions of this ordinance are declared to be severable.

7. Publication. This Ordinance shall take effect and be in full force thirty (30) days from and after the passage thereof, and the City Clerk is directed to take all legal actions necessary or reasonable to cause this ordinance to go into effect.

This ordinance was introduced at the City Council meeting of October 10, 2017, and adopted at the October 24th, 2017 regular Council meeting by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jennifer Wood, Mayor

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

ATTEST:

Denise Hilliker, City Clerk

[SEAL]

ORDINANCE NO. 17-755

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY ADOPTING ZONE CHANGE NO. 188 TO REZONE 39 ACRES OF LAND 1 3/4 MILES LOCATED NORTH OF CALIFORNIA CITY BOULEVARD ON THE EAST SIDE OF NEURALIA ROAD FROM OPEN SPACE/RESIDENTIAL (O/RA) TO LIGHT INDUSTRIAL (M1)

**THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY DOES ORDAIN AS
FOLLOWS:**

1. Findings. The council finds, determines and declares:

- (a) A duly-noticed public hearing has been conducted by the Planning Commission and by the City Council to consider the zone change set forth herein.
- (b) This zone change will not result in any significant adverse environmental impacts that will not be mitigated to less than a significant impact.
- (c) This zone change will promote the welfare of the community.
- (d) This zone change is consistent with the general plan and zoning regulations.
- (e) This project was reviewed and approved by Staff Development Review.
- (f) The Planning Commission approved the proposal by Resolution No. 08-15-2017PC ZC188.
- (g) The City Council properly noticed a public hearing for the September 12, 2017 regular City Council meeting. The City Council continued that public hearing to October 10, 2017.

2. Property Description. The properties affected by this ordinance (herein "subject properties") are APN 229-010-36, APN 229-010-37, and APN 229-010-38. The subject properties are collectively an approximate 39 acres, and individually an approximate 19.55 acres, 9.77 acres and 9.77 acres, respectively. The subject properties are located roughly one and three-quarter miles north of California City Boulevard on the east side of Neuralia Road in a portion of the northwest one-fourth of Section 14, Township 32 South, Range 37 East, Mount Diablo Base & Meridian. The properties lie within the project area of the 1988-2028 City of California City Redevelopment Plan and were studied in the Project Area Environmental Impact Report (EIR) (SCH #871109128).

3. Zoning Amendment. This Zone Change No. 188 hereby rezones the subject property from Open Space/Residential Agricultural (O/RA) to Light Industrial (M1), and the City's Zoning map is revised accordingly.

4. Mitigated Negative Declaration. The City hereby adopts the Mitigated Negative Declaration (State Clearinghouse (SCH) Number 2017081011, the "MND"). For the reasons set forth in the administrative record, including the written and verbal staff reports, and the reasoning within the MND itself, the City hereby adopts said MND.

The Council finds that there is no reasonable basis to conclude that the future potential development of the subject property will cause a significant environmental effect that would not be mitigated to a less than significant impact.

5. Repealing Inconsistencies. Any provision of the Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

6. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other portion of the ordinance which can be implemented without the invalid provision. To this end, the provisions of this ordinance are declared to be severable.

7. Publication. This Ordinance shall take effect and be in full force thirty (30) days from and after the passage thereof, and the City Clerk is directed to take all legal actions necessary or reasonable to cause this ordinance to go into effect.

This ordinance was introduced at the City Council meeting of October 10, 2017, and adopted at the October 24, 2017 regular Council meeting by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jennifer Wood, Mayor

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

ATTEST:

Denise Hilliker, City Clerk

[SEAL]

CITY COUNCIL

October 24, 2017

TO: Mayor and City Council
FROM: Brenda Daverin, Park Supervisor
SUBJECT: New Park Independent Contractor

BACKGROUND

Claud Hoyt, currently resides in Boron and has recently moved from Texas. He has recently renewed his certification as a personal trainer. Also, he is current in first aid and CPR. Claud also has insurance. He is seeking to become an independent contractor for our city with a 70/30 split on class fees. Monthly rates will range from \$25 to \$45. He plans to offer an early AM boot camp and cardio tennis classes. Mr. Hoyt will be required to obtain a business license prior to starting classes.

RECOMMENDATION

Council approve staff to enter into an Independent Contract with Claud Hoyt, and authorize the City Manager to execute document. The Parks and Recreation Supervisor will make the schedule for the new classes that will be offered.

FISCAL IMPACT:

Account # 10-4161- 440, 30% of income for contract classes.

ENVIRONMENTAL ACTION: N/A

CC3.

AGREEMENT FOR CITY OF CALIFORNIA CITY RECREATION SERVICES
Personal Trainer/Fitness Instructor Contract

Instructor Name: Claude Holt	Tax ID Number: -
Address: 12401 Sierra View St, Boron, California 93516	Social Security Number: *** ** **
Phone Number: 979-777-4173	

This Agreement for Recreation Services is made by and between the City of California City ("City") and Claude Hoyt ("Contractor"). This Agreement will be in effect from October 6th, 2017 to September 23rd, 2019 in California City, California.

AGREEMENT

Section 1. EMPLOYEE STATUS

- 1.1 Independent Contractor.** At all times during the term of this Agreement, Contractor will be an independent Contractor and will not be an employee of City. City will have the right to control Contractor only insofar as to the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City will not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement will not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 1.2 Contractor Not Agent.** Except as City may specify in writing, Contractor will have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor will have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 2. SERVICES Subject to the terms and conditions set forth in this Agreement, Contractor will provide to City the services described in the Scope of Services, attached as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement will prevail.

- 2.1 Term of Services.** The term of this Agreement will begin on the Effective Date and will end on the Ending Date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 4. The time provided to Contractor to complete the services required by this Agreement will not affect the City's right to terminate the Agreement, as provided for in Section 4.
- 2.2 Standard of Performance.** Contractor will perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor

practices his profession. Contractor will conform to the standards of quality normally observed by a person practicing in Contractor's profession.

2.3 Assignment and Subcontracting. City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the City. Contractor will not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City.

2.4 Time. Contractor will devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 2.2 above and to complete Contractor's obligations hereunder.

Section 3. COMPENSATION

3.1 Half-hour and Hourly Fees. Contractor compensation will be computed monthly based on the classes and training sessions taught as reported in Contractor's timely submitted invoice. The City will pay the Contractor 70% of Total fee's Received for services rendered by the contractor.
#

3.2 Invoices. Contractor will submit invoices monthly during the term of this Agreement. Invoices will contain the following information:

- Serial identification of classes and personal training sessions taught;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement;
- The Contractor's signature.

3.3 Monthly Payment. City will make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City will have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Contractor. In the event that an invoice is not acceptable to the City, said invoice will be returned to Contractor within thirty (30) days of the City's receipt of the invoice with a detailed explanation of the deficiency. City's obligation to pay a returned invoice will not arise earlier than thirty (30) days after resubmission of the corrected invoice.

Section 4. INSURANCE REQUIREMENTS. Consultant shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City within 30 days of the Effective Date. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall

produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price.

- 4.1 Workers' Compensation.** Consultant shall perform all work under this Agreement and shall not maintain or hire any employees to accomplish said work. Consultant represents that he or she is performing such services in an individual capacity as a sole proprietor and shall not perform any such work as an employee of any firm, corporation, partnership or other sole proprietorship. As such, Consultant represents that he or she is not required to maintain Worker's Compensation coverage. Verification of such exemption from Workers' Compensation requirements shall be required solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

If insurance is provided, an endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Consultant, at his or her own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- 4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

- 4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles

owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3 (intentionally omitted)

4.4 **Requirements for All Policies.**

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.

4.4.2 **Verification of coverage.** Verification of coverage shall be made as set forth in Section 4 above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

4.4.3 **Subcontractors.** Not Applicable

4.4.4 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, contractors, consultants, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

4.4.5 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall

provide written notice to City at Consultant's earliest possible opportunity and in no case later than five (5) days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the timeframe herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

4.6 Waiver. The City Attorney jointly with the Risk Manager (Finance Director) of the City have the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing and included in the Scope of Work attached as Exhibit A

Section 5. TERMINATION AND MODIFICATION

5.1 Termination. City may terminate this Agreement at any time by ten (10) working days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

In the event of termination, Contractor will be entitled to compensation for services performed prior to the effective date of termination as provided in Section 3. City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

5.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond the Ending Date. Any such extension will require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City will have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City will have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

5.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

5.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor will survive the termination of this Agreement.

5.5 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies will include, but not be limited to, any or all of the following:

5.5.1 Immediate cancellation of the Agreement;

5.5.2 Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement prior to cancellation; and

5.5.3 Retention of a different contractor at Contractor's cost to complete the work described in Exhibit A not finished by Contractor.

Section 6. **LEGAL REQUIREMENTS**

6.1 **Governing Law.** The laws of the State of California will govern this Agreement.

6.2 **Compliance with Applicable Laws.** Contractor will comply with all laws applicable to the performance of the work hereunder.

6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to provide services pursuant to this Agreement.

6.4 **Insurance.** Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor will obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. _____ Contractor initials.

6.5 **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

6.6 **Special Risks or Circumstances.** City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 6.7** **Permission.** Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
- 6.8** **Background Checks.** If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
- 6.9** **Indemnification.** Contractor will defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor will have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
- 6.10** **Noncompliance and Equal Opportunity.** Contractor will not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor will comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
- 6.11** **Severability.** In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
- 6.12** **Counterparts.** This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.
- 6.13** **Successors and Assigns.** The provisions of this Agreement will inure to the benefit of and will apply to and bind the successors and assigns of the parties.

Section 7. MISCELLANEOUS PROVISIONS

- 7.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees not exceeding a total of \$10,000 for any legal representation whether in a court of law or at formal or informal arbitration or mediation relating to the performance by either party of the terms of this Agreement.
- 7.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara or in the United States District Court for the Northern District of California.
- 7.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.
- 7.4 No Implied Waiver of Breach.** The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 7.5 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Contractor will not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City will have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

Contractor warrants that he or she did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code Sections 1090 et seq., the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Contractor certifies that he or she has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person in connection with procuring this Agreement, nor has Contractor agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

- 7.6 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

7.7 **Contract Administration.** This Agreement will be administered by Bonnie Greiner, who is authorized to act for, and on behalf of, City. All correspondence will be directed to or through the Contract Administrator or his or her designee.

7.8 **Notices.** Any written notice to Contractor will be sent to:

Claude Hoyt
12401 Sierra View Street,
San Francisco, CA 94110

Any written notice to City will be sent to:

Brenda Daverin, Parks and Recreation Director
City of California City
10350 Heather Ave
California City , California 93505

7.9 **Exhibits.** All exhibits referenced in this Agreement are incorporated by reference herein.

7.10 **Integration.** This Agreement, including the exhibits, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY OF CALIFORNIA CITY

CONTRACTOR

Tom Wiel City Manager

Name

Taxpayer Identification Number

APPROVED AS TO CONTENT AND FORM:

City Attorney

EXHIBIT A-1

SCOPE OF SERVICES

Consultant shall provide professional services in the following areas:

- Contractor shall provide fitness class instruction for the City of California City Sports Center:

- GROUP WORKOUTS
- CARDIO TENNIS
- PERSONAL TRAINING

Fitness Class Substitution when agreed upon by the City of California City and Contractor.

- Contractor shall provide personal training instruction for the City of California City Sports Center as directed by the City.
- Contractor shall maintain current and valid certification and training for fitness class instruction and personal training.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next Insurance, Inc. PO Box 1027 Palo Alto, CA 94302	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@next-insurance.com																					
INSURED Claude Hoyt Claude Hoyt 12401 Sierra View St Boron, CA 93516	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Market Insurance Company</td><td>38970</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Market Insurance Company	38970	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 0282253**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			FTG10802-01	09/29/2017	09/29/2018	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000
	OTHER:						PRODUCTS - COM/OP AGG	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of insurance

CERTIFICATE HOLDERClaude Hoyt
Claude Hoyt
12401 Sierra View St
Boron, CA 93516**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

HEARTSAVER CPR AED

Heartsaver®
CPR AED



American
Heart
Association

Claude Hoyt

The above individual has successfully completed the objectives and skills evaluations in accordance with the curriculum of the AHA Heartsaver CPR AED Program. Optional completed modules are those **NOT** marked out:

Child CPR AED

Infant CPR

~~Exam~~

09/16/2017

09/2019

Issue Date

Recommended Renewal Date



this certificate has been awarded to:

Claude Hoyt

for completion of the following course:

Certified Personal Trainer



9/23/2017

Awarded On

9/23/2019

Expires On

21000 Hacienda Blvd., California City, CA 93505
760-373-3530 fax 760-373-2370
www.californiacityparksandrec.com

Security Deposits/Refunds made 4-6 weeks after event or cancellation

Please TYPE/PRINT

Date of Application 10-6-17

APPLICATION AND AGREEMENT FOR PERMIT TO USE CITY FACILITIES

(Application is not approved until signed below by a Parks and Recreation representative)

*Art & Community Center *Strata Sports Center *Tennis Courts *Herman Cooper Ball Field
*Balsitis Park *Balsitis Ball Field *City Pool *Central Park Pavilion *Marina Pavilion

Facility Requested: Strata

Date(s) Requested: Mon, Tues, Thur. Hours From: 6AM To: 7PM
(Include preparation & clean up time)

Type of Activity: Group Workout

Name of Organization/Applicant: Claude Hoyt (NASM) Phone: 979-777-4173

Address of Organization/Applicant: 12401 Sierra View, Brea CA 93516

City Brea State CA Zip 93516

Designated Person in charge of event Claude Hoyt Phone: 979-777-4173

E-mail address: aggiehoyt@gmail.com

Estimated attendance: Adults 8-15 Youth (under 18): N/A

Please check if event will be open to:

☐ The public at no charge ☐ The public by donation
☒ The public by admission of charge ☐ Members and/or guest

If funds are to be raised, for what purpose? N/A

AGREEMENT, WAIVER, AND RELEASE

In consideration for being permitted by the City of California City to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I/my child may have, or which may hereafter accrue to me/my child as a result of participation in said activity. This release is intended to discharge in advance the City of California City (its officers, employees, and agents) from any and all liability arising out of or connected in any way with me/my child's participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on me/my child's heirs and assigns. I agree to indemnify and hold the City of California City or entities free and harmless from any loss, liability, damage, cost or expense which they may incur as the result of me/my child's death or any injury or property, damage that I/my child may sustain while participation in said activity.

Signature of Applicant Claude Hoyt Date Oct 6, 2017

DO NOT WRITE BELOW THIS LINE

Is facility available? Yes ☒ No ☐ Is the activity co-sponsored by the city? ☐
RENTAL FEES: \$ X Day/Hour: \$ 70/30 split Category Contractor
FACILITY USE DEPOSIT \$ 70/30 split
OTHER \$ 70/30 split
TOTAL DUE \$ 70/30 split Insurance Cert. Included ☒
AMOUNT COLLECTED \$ e RECEIPT NO. 10-6-17 DATE 10-6-17 RECEIVED BY

INSURANCE REQUIRED FOR PERMIT TO USE CITY OF CALIFORNIA CITY PUBLIC FACILITIES

Additional insured; The City of California City, its officers, agents and employees

21000 Hacienda Blvd. California City CA 93505

GENERAL INFORMATION

Hours shown on the permit will cover the entire time required for set-up, activity and clean-up. Facility must be vacated promptly at the conclusion of the time specified on the permit.

Before application for permits to use California City Facilities, it is necessary that a combined single limit liability insurance certificate in the amount of one million dollars (1,000,000) is required to be filed by the person or organization requesting permit, showing liability insurance in force in the name of such person or organization and covering all activities as planned, and naming the City of California City, its officers, agents and employees as additional insured.

Driving vehicles onto park grounds is prohibited without the approval of authorized City personnel.

RULES AND REGULATIONS

Control of admission of guests is the responsibility of the applicant. Applicant or designated person or persons in charge must be on site at all times during event. Security requirements will be determined by the approving authority. If necessary, certified security personnel, additional restrooms, or trash receptacles are to be obtained and paid for by the applicant.

Gambling and profane or loud boisterous conduct will not be permitted.

Decorating of a facility must be approved at time of application and must be removed immediately after use.

The applicant is responsible for leaving the facility in a neat, clean, and orderly condition and will be responsible for damages incurred during use or as a result of facilities not being secured, and will be required to pay all replacement and/or repair costs. A deposit will be required for this purpose. (Refund of deposit may take up to 30 days)

All city ordinances must be observed. Park facilities must be vacated between the hours of 10pm and 6am. Any group or individual selling or conducting business shall obtain a current business license with the City of California City. A permit from ABC is required to sell alcohol.

The department is not responsible for lost or stolen articles.

The City of California City reserves the right to full access to all activities at any time in order to insure all the rules, regulations, and city and state laws are being observed.

Animals are not permitted in Central Park or City building facilities, (Service Dogs and Police K-9 Units are exempt)

THE FOLLOWING CLOSING PROCEDURES WILL BE OBSERVED BY ALL USERS OF FACILITY PRIOR TO LEAVING THE PREMISES:

- ☒ Make sure floors, tables, counters, Restrooms, etc, are clean.
- ☒ Put all tables and chairs back to their original positions
- ☒ Make sure that all equipment, food and other possessions that you or your group brought to the facility is taken with you when you leave, including trash.

I hereby certify that I have read and will abide by the rules and regulations of the City of California City and the Department of Parks and Recreation as outlined on the above and any additional rules that are specific to the facility being used. I understand that fees must be paid at least ten (10) days in advance of event or the permit will be cancelled. I further agree to promptly reimburse the City of California City for any clean-up, loss or damage to City Property resulting from its use. The City reserves the right to cancel any permit without liability to the City upon eight (8) days written notice to reenter. Applicant must notify Parks and Recreation Department 8 days in advance of a cancellation.

The applicant and any participant shall abide by all applicable additional rules and regulations that are specific to the facility in which they are using.

Clayton Hoyt
Signature of Applicant

10-6-17
Date

City Council

Meeting Date: October 24th, 2017

TO: Mayor and Council

FROM: City Manager

Subject: Donation of Two 9' x 20' Storage Containers for use by Animal Control

Background:

We have received a donation of two 9' x 20' storage container for use by our Animal Control shelter for the purpose of storing the cat litter and other donated items. There is no cost other than time and labor of our Public Works to move the containers by fork lift from their current location on Lindberg to the ACO facility.

Recommendation:

Council review and accept the donation of two 9'x 20' storage container for use by Animal Control.

Financial Impact:

Time and labor for Public Works to relocate the two containers
Animal Control: Other Contracts 18-4217-630

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

Environmental Impact: None

CC4.

To: California City Council

Subject: Donation of 2 storage containers for use by Animal Control

My company recently purchased a property used as a storage facility and there are a number of individual storage containers on this property. A volunteer from the shelter asked if we would be willing to donate 2 containers for use by the Animal Shelter to store mainly donated cat litter but also other non perishable dry goods and equipment.

We are happy to donate these containers and hope that City Council will accept our donation.

Thank you,

A handwritten signature in black ink that reads "M. Joshua Meister". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Josh Meister

City Council

Meeting Date: October 24th, 2017

TO: Mayor and Council

FROM: City Manager

Subject: MMB Permit Fee

Background:

The regulation, compliance and taxation of Cannabis is complex and filled with challenging issues. Taxes and compliance are two of the biggest challenges the cannabis industry faces. The management and oversight of each Medical Cannabis business operating within our community will be the charge of our public safety and finance departments to ensure compliance is maintained and taxes are paid based on both State and Local regulations. The proposal as presented highlights each department's activity by established standards and protocols along with anticipated man-hours for each. All our current conditional permit holders need the Local Permit to apply for the State License and the City needs this fee established to provide the services as listed in the attachment.

Recommendation:

Council review the and approve the MMB Permit Fee for Fiscal Year 2018 as presented and approved the attached resolution to allow for the collection of the Permit Fee based on a prorated bias.

Financial Impact:

Permit Fee X Number of Applicants based on a prorated bias from time of award through June 30, 2018.

Environmental Impact: None

Public Hearing

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of California City will hold a public hearing in the Council Chambers of the California City City Hall, 21000 Hacienda Boulevard, California City, on **Tuesday, October 24, 2017, at 6:00 p.m.**, or as soon thereafter as the matter may be heard, to consider the following items:

Subject: **Adoption of Annual Medical Marijuana Business Permit Fees**

Applicant: **City of California City**

The City of California City is located in Eastern Kern County. In the past year the City has adopted and begun the implementation of a Medical Marijuana Business Permitting Program. So far approximately 130 conditional permits have been issued. The conditional permittees are currently going through the development approval process prior to pulling building permits, and are also in the process of applying for state issued marijuana licenses. Prior to beginning any business operations in the City, each Medical Marijuana Business will be required to successfully complete the remaining steps in the City's permit approval process, in order to remove the conditional nature of their permit. This will include the payment of an annual permit fee established by the City Council. The purpose of the public hearing will be to establish this annual permit fee. The purpose of the fee is to fund the personnel, equipment and programs that will be required in order for the City to successfully administer the Medical Marijuana Business Permitting Program. The fee will apply each year until modified by the City Council.

The annual medical marijuana business permit fee was established based on the costs estimated to be incurred by the City during the year.

Pursuant to the requirements of Government Code § 66016, any action adopting a fee or charge, or increasing a fee or charge, shall be enacted following a public hearing. At least 10 days prior to the public hearing the City will make available for public review the data indicating the amount of cost, or estimated cost, required to provide the services for which the fee is being levied.

ALL INTERESTED PERSONS are invited to attend the hearing on October 24th, and to express their opinions upon the items listed above.

ANY WRITTEN MATERIALS to be submitted to the City Council should be submitted to the City Clerk at least twenty-four (24) hours prior to the hearing. Ten (10) copies are requested.

IF YOU CHALLENGE this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearings described in this notice or written correspondence delivered to the City Council.

FURTHER INFORMATION on these items may be obtained at the City Clerk's Office or by telephone: (760)373-7140.

Denise Hilliker
CITY CLERK

PUBLISHED: October 14, 2017
PUBLISHED: October 19, 2017

RESOLUTION NO. 10-17-2711

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALIFORNIA CITY ESTABLISHING THE AMOUNT OF THE MEDICAL
MARIJUANA BUSINESS PERMIT FEE**

WHEREAS, Chapter 6 of Title 5 of the California City Municipal Code (Starting with Section 5-6.101) allows medical marijuana related businesses and activity within the city; and

WHEREAS, businesses may only operate within California City if they have obtained a current medical marijuana business permit;

WHEREAS, it is in the public interest if each holder of a medical marijuana business permit pays for the costs the city incurs in operating and enforcing the medical marijuana license program;

WHEREAS, the following are reasonable estimates of the amount of cost the city will incur between July 1, 2017 and June 30, 2018: (a) police department costs of \$189,200; (b) fire department costs of \$129,555; and (c) administrative costs of \$153,500;

WHEREAS, there will be an estimated 100 businesses that will have been issued a marijuana permit for the 2017-2018 Fiscal Year;

WHEREAS, it is a reasonable estimate that for the 2017-2018 fiscal year, the average marijuana business will have permits for only half of the 2017-2018 period, so therefore, it is reasonable that the City would calculate the Permit Fee by dividing the total costs of \$472,255 among the 50 full years of licenses that are expected to be issued, for a total of \$9,445;

WHEREAS, subsection (c) of Municipal Code Section 5-6.504 authorizes the establishment of a fee to cover "any costs incurred by the City to administer the [medical marijuana business permit] program created under this Chapter."

WHEREAS, subsection (i) of Section 5-6.701(i) of the Municipal Code likewise authorizes the city to set a permit fee when it provides, "Each person granted a medical marijuana business permit shall be required to pay the permit fee established by resolution of the City Council, to cover the costs of administering the medical marijuana business permit program created in this Chapter."; and

WHEREAS, the City Council has considered all of the evidence presented at the duly noticed public hearing, including all information provided in the written and verbal staff reports, and all information provided by the public.

NOW THEREFORE, the City Council of the City of California City resolves as follows:

SECTION 1. Annual Permit Fee.

- a. Initial Fee Amount of \$9,445. The City Council hereby establishes an annual fee known as the "Medical Marijuana Business Permit Program Fee" (referred to hereafter as the "Permit Fee"). The Permit Fee shall be initially set at \$9,445.00 for any permits authorizing a marijuana business to operate during 2017-2018 Fiscal Year (July 1, 2017 through June 2018).
- b. Pro-Rata Share based on Months Authorized. For the first fiscal year in which a party is required to pay the Permit Fee, the amount of the Permit Fee required to be paid by that party shall be pro-rated based upon the number of months in the fiscal year in which the medical marijuana business permit (the "Permit") will be effective, with each month counting as a 1/12 of a year. For example, if a Permit is to become effective on December 15, 2017, then the permit would be effective for 7 months (December through June). Therefore, the fee amount would be the Annual Fee (in this case \$9,455) multiplied by 7/12; the Permit Fee owed for the 2017-2018 fiscal year would be \$5,515.41. No discount is to be issued for any business that pays for a Permit but who does not operate pursuant to that permit.
- c. Annual CPI Adjustment. Unless revised pursuant to a subsequent action of the City Council, for permits authorizing marijuana businesses to operate during the 2018-2019 Fiscal Year, and for each subsequent fiscal year thereafter, the amount of the Permit Fee shall be adjusted based upon the changes to the Consumer Price Index, All Items, 1982-1984=100 for All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County area that occurred between the January of the prior fiscal year, to the January of the calendar year in for which the start of the fee period is located. For example, when determining the fee for the 2018-2019 fiscal year, the total fee from the prior year will be adjusted based upon the difference in CPI between January 2017 and January 2018.
- d. Use of Fee Proceeds. Staff is directed to use the proceeds of the Permit Fee for the activities which formed the basis of the fee calculation.

SECTION 2. CEQA. The City Council hereby finds this activity to not be a "project" within the meaning of the California Environmental Quality Act (CEQA) because, per CEQA Guidelines section 15378(b)(3), the term "project" does not include the creation of government funding mechanisms. Furthermore, even if the actions authorized by this resolution constituted a project, they would be exempt under CEQA Guidelines, 14 California Code of Regulations Chapter 3, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment because neither enforcement of existing laws or the processing of paperwork could cause a significant environmental impact.

SECTION 3. Effective Date. This resolution shall be effective immediately, as this action does not constitute a development project.

after conducting the duly noticed public hearing, this resolution was approved by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jennifer Wood, Mayor

ATTEST:

Denise Hilliker, City Clerk

Christian Bettenhausen, City Attorney

Service Objective	Estimated Hours & Cost	Annual Budget
Objective 1: Police Department	<ul style="list-style-type: none"> • Ret. Officer 960 hrs. X 3 X \$30/hr • Admin. Clerk FT. • Ret. Background invest. 960 X 30 • City Hall Security • PD Secure Operation Center Lease Hardware & Software <p>TOTAL</p>	<ul style="list-style-type: none"> • \$86,400 • \$44,000 • \$28,800 • \$15,000 • \$15,000 <p>\$189,200</p>
Objective 2: Fire Department	<ul style="list-style-type: none"> • Code Enforcement inspector – \$37/hr X 750hrs • Fire Inspector \$47/hr X 950 hrs • Fire Marshall \$47/hr X 950 hours • Recurring costs for disposal PPE • Fixed PPE & equipment costs • Recurring maint. Costs for PPE & equipment • One time startup costs <p>TOTAL</p>	<ul style="list-style-type: none"> • \$27,750 • \$22,325 • \$41,325 • \$ 3,450 • \$ 1,310 • \$ 9,210 • \$24,185 <p>\$129,555</p>
Objective 3: City Hall Administrative	<ul style="list-style-type: none"> • Accountant 25% of full salary \$46/hr. • Admin Asst. 25% of full salary \$30/hr • City Manager 25% of full salary \$70/hr • Consultants: training, legal, compliance, regulations and equipment. <p>TOTAL</p>	<ul style="list-style-type: none"> • \$24,000 • \$15,600 • \$36,400 • \$77,500 <p>\$153,500</p>
TOTALS		<ul style="list-style-type: none"> • \$472,255
	An estimated 100 permits will be issued for the 2017-2018 Fiscal year. Some of those permits will be effective for most of the 2017-2018 year, while some will be effective for only a small portion of the 2017-2018 year. It is estimated, therefore, that on average, each permit issued for the 2017-2018 permit year will be effective for half of a year. Thus, the permit fee for the entire 2017 year will assume 50 full permit years will be issued rather than the full 100 ($\$472,244 / 50 = \$9,445$). Fees for individual permits would be pro-rated based upon the effective date of the permit.	<ul style="list-style-type: none"> • \$9,445

Objective 1: Enforcement of Cannabis Program - Police

Lock standards and protocols

- Alarm system maintenance and safety standards
- Breach of limited access areas
- Video surveillance
- Camera map,
- Video footage retention requirements
- Camera location and maintenance of surveillance equipment
- Provide law enforcement training curriculum annually on criminal investigations and escalated compliance issues;
- Work closely with cannabis permittees by providing compliance education and outreach to mitigate non-compliance issues;
- Monitor all the state agencies that oversee the regulations of Cannabis businesses and advise the City of any regulations or audits which might impact California City revenues or regulation requirements;
- Represent the City at meetings with cannabis permittees, and State Agencies as requested when available;
- Coordinate the background processing and renewals of facility employees to ensure permittees hiring of staff comply with State and local law;
- Monthly inspections include:
 1. Log books
 2. Cameras
 3. ID & bioscanners
 4. Guard card compliance
 5. ECP – post orders, etc.
 6. Plant counts
 7. Door locks
 8. Fencing/gates
 9. Security lighting
 10. GBL & related shipping documents and procedures
 11. Employment files
 12. Track & Trace

Objective 2: Conduct Compliance Reviews- Code Enforcement and Fire Department*California City Code Enforcement:*

Conduct tri-annual compliance inspections to ensure that they comply with the following:

- Correct use of RFID tags or plant identification tags
- Nuisance and MMJ aromatic retention to the property
- Occupational badge requirements
- Lock standards and protocols
- Breach of limited access areas
- Waste Disposal
- Ensure packaging and labeling requirements meet State requirements
- Other information as deemed necessary to ensure compliance with State and local law

California City Fire Department:

Conduct annual compliance inspections and unannounced spot checks for the following:

- Fire and Life Safety compliance with CA building and fire code
- Hazardous materials storage inspection, maximum quantities enforcement, and manifest reporting
- Fire suppression system maintenance inspection
- Site safety plan, evacuation, and emergency procedures evaluation
- Fire department emergency access compliance inspections
- System maintenance records inspection
- Personal protective equipment inspection and procedures
- Atmospheric air testing to ensure onsite air monitoring is compliant
- Proper documentation and certification of use of extraction machines
- Complete and accurate documentation of pesticides and other solvents

Objective 3: Oversight, audit, and administration – City Hall

- Develop regulatory permit requirements and conditions to be posted at each MMB facility;
- Work closely with cannabis permittees by providing compliance education and outreach to mitigate non-compliance issues;
- Monitor all Cannabis retail/wholesale sale trends in California, regionally and locally to determine how they impact California City;
- Monitor all the state agencies that oversee the regulations of Cannabis businesses and advise the Council of any regulations or audits which might impact California City revenues or regulation requirements;
- Develop methods to monitor Track and Trace for accurate reporting of inventory;
- Represent the City at meetings with cannabis permittees, and State Agencies as requested when available;
- Provide recommendations to Council of policies, procedures and compliance requirements to ensure the most effective and efficient collection of business tax, sales tax and other revenues associated with Commercial Cannabis businesses in the City are being followed;
- Work closely with Legal team to stay abreast of regulatory and legal issues surrounding the Cannabis Industry.
- Maintain contact with HdL in keeping abreast of changes in the Cannabis environment.
- Establish MMB tax billing, reporting, and collection procedures.
- Conduct annual financial audits:
 - Desk audit in which the tax returns and external reports are analyzed to verify the gross receipts and proper square footage is reported which shall be subject to the Commercial Cannabis Tax. Results of the desk audit will direct the emphasis of the field process.
 - Perform a field audit where point of sale systems, accounting software and inventory reports are sampled to verify the information contained in the external reports.
 - Conduct a financial and compliance forensic audit of the cannabis business to ensure there is no diversion of product or cash as part of this process.
- Notification letters will be sent to the Cannabis Business containing the pertinent information;
 - List of initial financial information requested in the notification letter will be used for a desk audit for the periods under review;
 - Inventory Audit;
 - Point of Sale Audit;
 - Software Systems Audit; and
 - Facility Audit